

Charles B. Perkins (126942)  
FLYNN, ROSE & PERKINS  
59 North Santa Cruz Avenue, Suite Q  
Los Gatos, California 95030  
(408) 399-4566  
E-Mail: cbperk@earthlink.net

Attorneys for Plaintiff  
LADONNA GEDECKE

Royal F. Oakes (080480), roakes@barwol.com  
Michael A. S. Newman (205299), mnewman@barwol.com  
BARGER & WOLEN LLP  
633 West Fifth Street, 47th Floor  
Los Angeles, California 90071  
Telephone: (213) 680-2800  
Facsimile: (213) 614-7399

Attorneys for Defendant  
Metropolitan Life Insurance Company

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

LADONNA GEDECKE,	)	CASE NO.: C 07-04867 JF
	)	
Plaintiff,	)	JOINT CASE MANAGEMENT
	)	STATEMENT
vs.	)	
	)	
METROPOLITAN LIFE INSURANCE	)	Honorable Jeremy Fogel
COMPANY, and DOES 1 through 10,	)	
inclusive,	)	
	)	
Defendants.	)	
	)	
	)	
	)	Complaint Filed: June 13, 2007

1 Pursuant to Fed. R. Civ. Proc., Rule 26 and Civil Local Rule 16-9, Plaintiff LaDonna  
2 Gedecke ("Gedecke") and Defendant Metropolitan Life Insurance Company ("MetLife") jointly  
3 submit this Case Management Statement.

4 1. Jurisdiction and Service: This Court has jurisdiction over this matter pursuant to 28  
5 U.S.C. Section 1446, as there is complete diversity between the parties, and the amount in  
6 controversy exceeds \$75,000. All parties have been served.

7 2. Facts: Gedecke sought long term disability benefits under a MetLife policy claiming that  
8 her back injury rendered her disabled. Gedecke contends that he was wrongfully denied benefits  
9 under the policy. MetLife contends that it did not deny Gedecke any benefits that were due under  
10 the policy, and that its actions were reasonable.

11 3. Legal Issues: Gedecke contends that MetLife's actions constitute a breach of contract  
12 and a breach of the implied covenant of good faith and fair dealing. She contends that MetLife's  
13 actions were unreasonable, malicious, fraudulent, and oppressive. MetLife contends that, because it  
14 did not breach the terms of the policy, it cannot be liable to Gedecke under any theory, be it breach  
15 of contract or bad faith. Further, MetLife contends that because its actions were reasonable, it  
16 cannot be liable for tort damages.

17 4. Motions: There are no pending motions. The parties anticipate the filing of motions for  
18 summary judgment and/or partial summary judgment.

19 5. Amendment of Pleadings: The parties do not anticipate any amendments of the  
20 pleadings.

21 6. Evidence Preservation: The parties are taking all measures necessary pursuant to law to  
22 preserve evidence in this matter.

23 7. Disclosures: The parties anticipate an exchange of initial disclosures prior to the CMC.

24 8. Discovery: The parties anticipate the service of interrogatories, requests for production,  
25 requests for admission, and depositions of witnesses to be completed by September 19, 2008.

26 9. Class Actions: There are no class allegations.

27 10. Related Cases: There are no related cases.

28

1 11. Relief: Gedecke seeks benefits she believes to be due under the policy, as well as  
2 general, special, and punitive damages in an amount still to be determined. MetLife denies that  
3 Gedecke is entitled to benefits, general, special, or punitive damages, or any recovery in this action.

4 12. Settlement and ADR: The parties have elected to utilize a private mediator, either  
5 through JAMS or a similar service. Court has ordered mediation to be completed by July 15, 2008.

6 13. Consent to Magistrate Judge For All Purposes: Parties **do not** consent to have a  
7 magistrate judge conduct all further proceedings including trial and entry of judgment.

8 14. Other References: The parties believe this case is not suitable for reference to binding  
9 arbitration, a special master, or the Judicial Panel on Multidistrict Litigation.

10 15. Narrowing of Issues: At this point, there do not appear to be any issues that can be  
11 narrowed, but the parties will apprise the Court at the time they become aware of such issues.

12 16. Expedited Schedule: The parties do not believe that this case should be handled on an  
13 expedited basis with streamlined procedures.

14 17. Scheduling: The parties proposed the following proposed dates:

15 Fact Discovery Cutoff: September 19, 2008

16 Designation of Experts: October 3, 2008

17 Expert Discovery Cutoff: November 7, 2008

18 Last day for filing Fact or Expert Discovery Motions: November 21, 2008

19 Last day for filing Dispositive Motions: December 31, 2008

20 Pretrial Conference: February 13, 2009

21 Trial: February 23, 2009

22 18. Trial: Gedecke has requested a jury trial.

23 19. Disclosure of Non-Party Interested Entities or Persons: Each party has filed or will file  
24 in the immediate future the "Certification of Interested Entities or Persons" required by Civil Local  
25 Rule 3-16.

26 MetLife certifies that the following listed persons, associations of persons, firms,  
27 partnerships, corporations (including parent corporations) or other entities (i) have a financial  
28 interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-

1 financial interest in that subject matter or in the party that could be substantially affected by the  
2 outcome of this proceeding:

3 Apart from Plaintiff the only parties that have a direct, pecuniary interest in the outcome  
4 of this case are MetLife Life Insurance Company ("MetLife") and Metropolitan Life Insurance  
5 Company ("MetLife"). MetLife is a subsidiary of MetLife Corporation. MetLife is a wholly  
6 owned subsidiary of MetLife, Inc.

7 Gedecke certifies that no such interest is known other than that of the named parties to the  
8 action.

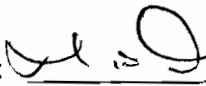
9 Dated: February \_\_, 2008

FLYNN, ROSE & PERKINS

11 By: \_\_\_\_\_  
12 CHARLES B. PERKINS  
13 Attorneys for Plaintiff LaDonna Gedecke

16 Dated: February 13, 2008

BARGER & WOLEN LLP

18 By:  \_\_\_\_\_  
19 ROYAL F. OAKES  
20 MICHAEL A. S. NEWMAN  
21 Attorneys for Defendant Metropolitan  
22 Life Insurance Company  
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8 action.

9 Dated: February 1, 2008

FLYNN, ROSE & PERKINS

10  
11 By: Charles B. Perkins  
12 CHARLES B. PERKINS  
13 Attorneys for Plaintiff LaDonna Gedecke  
14  
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16 Dated: February \_\_, 2008

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